

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

MARTHA'S VINEYARD CABLEVISION, L.P.

d/b/a ADELPHIA CABLE COMMUNICATIONS

THE BOARD OF SELECTMEN

TOWN OF TISBURY,

MASSACHUSETTS

JUNE __, 2001

TABLE OF CONTENTS

{See Attached}

EXHIBITS

Programming and Signal Carriage	Exhibit 1
VCR Policies and Options	Exhibit 2
Free Drops and Monthly Service to Public Buildings	Exhibit 3
Free Drops and Monthly Service to Schools	Exhibit 4
Gross Annual Revenues Reporting Form	Exhibit 5
Existing PEG Access/LO Equipment List	Exhibit 6
PEG Access Origination Locations	Exhibit 7
207 CMR 10.00	Exhibit 8
FCC Customer Service Obligations	Exhibit 9
List of Required Reports	Exhibit 10

A G R E E M E N T

This Cable Television Renewal License entered into this __th day of June , 2001, by and between the Board of Selectmen of the Town of Tisbury, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and Martha's Vineyard Cablevision, L.P., d/b/a Adelphia Cable Communications ("Adelphia").

W I T N E S S E T H

WHEREAS, the Issuing Authority of the Town of Tisbury, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Tisbury; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing on December 2, 1999; and

WHEREAS, Martha's Vineyard Cablevision, L.P. , d/b/a Adelphia Cable Communications ("Adelphia"), submitted a Massachusetts Cable Television Division Form 100 to the Town of Tisbury, dated _____, _____, for a license to construct, operate and maintain a Cable Television System in the Town of Tisbury; and

WHEREAS, the Issuing Authority and Adelphia did engage in good faith negotiations to further clarify said proposals and did agree on a number of terms and conditions regarding the construction, operation and maintenance of a Cable Television System in the Town of Tisbury; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Tisbury to grant a non-exclusive Cable Television Renewal License to Adelphia.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Tisbury resident and/or any Persons affiliated with an Tisbury institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Tisbury, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Cable Service or Basic Service: Any service tier which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

-Town of Tisbury Cable Television Renewal License-

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

(9) Cable Modem: A device connecting a Subscriber or other Person to a Service on or over the Cable System.

(10) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(11) Cable Television Advisory Committee (the "Cable Advisory Committee"): The Cable Television Advisory Committee, as may be appointed and designated by the Issuing Authority, from time to time.

(12) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(13) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(14) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Tisbury, Massachusetts.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(17) Drop or Cable Drop: The coaxial cable that connects an Outlet to the feeder line of the Cable System.

(18) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Tisbury educational institutions, educators and/or the Access Corporation wishing to present non-commercial educational programming and/or information to the public.

(19) Effective Date of the Renewal License (the "Effective Date"): July 1, 2001.

(20) FCC: The Federal Communications Commission, or any successor agency.

(21) Feeder Line: A branch off one of the Town-wide distribution cable trunks which feeds a small area or neighborhood.

-Town of Tisbury Cable Television Renewal License-

(22) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority, its designees and/or the Access Corporation for the presentation of non-commercial governmental programming and/or information to the public.

(23) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, but not limited to: the distribution of any Cable Service over the Cable System; the provision of any Service Related Activity in connection with the operation of the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar fees; fees paid on all Subscriber fees; interest collected on Subscriber fees and/or charges; revenues received from all Internet and/or Cable Modem Services, unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable Modem Service is not legally deemed to constitute a Cable Service; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues payments to the Town in the period so collected.

(24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

(26) Internet: The world-wide computer network.

(27) Issuing Authority: The Board of Selectmen of the Town of Tisbury, Massachusetts.

(28) Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.

-Town of Tisbury Cable Television Renewal License-

(29) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Tisbury, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(30) Licensee: Martha's Vineyard Cablevision, L.P., d/b/a Adelphia Cable Communications or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(31) Local Origination ("LO") Programming: Local Programming produced and presented by the Licensee.

(32) Martha's Vineyard Towns: The Towns of Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury and West Tisbury.

(33) NTSC: The acronym for the National Television Systems Committee.

(34) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(35) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System.

(36) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(37) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(38) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(39) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

(40) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(41) Prime Rate: The prime rate of interest, at Fleet Bank, or its successor.

(42) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Access Corporation for the use of Tisbury residents, organizations and/or others wishing to present non-commercial programming and/or information to the public.

-Town of Tisbury Cable Television Renewal License-

(43) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(44) Renewal License: The non-exclusive Cable Television Renewal License granted to the Licensee by this instrument

(45) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(46) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(47) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the Cable System to provide Cable Service.

(48) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(49) Standard Cable Drop: A connection consisting of fiber and/or coaxial cable between the Trunk, Feeder Line and Distribution System and a residential Outlet located within Two Hundred Fifty Feet (250') away from the existing System's Trunk, Feeder Line and Distribution System, and which does not require design changes or additional equipment (including but not limited to amplifiers or plant extensions) to provide acceptable Signal quality into the residence.

(50) State: The Commonwealth of Massachusetts.

(51) Subscriber: Any Person, firm, corporation or other entity, located in Tisbury, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(52) Subscriber Network: The 750 MHz single trunk, bi-directional network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

-Town of Tisbury Cable Television Renewal License-

(53) System Completion: That point when the Licensee has provided written documentation to the Issuing Authority that its 750 MHz Cable System has been made available to one hundred percent (100%) of the residential households in the Town, pursuant to Section 3.1 herein.

(54) Town: The Town of Tisbury, Massachusetts.

(55) Town Counsel: The Town Counsel of the Town of Tisbury, Massachusetts.

(56) Trunk, Feeder Line and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

(57) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(58) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(59) VCR: The acronym for video cassette recorder.

(60) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Tisbury, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Tisbury.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Tisbury within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Tisbury. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or Town by-laws enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on July 1, 2001 and shall expire on June 30, 2011, unless sooner terminated as provided herein or surrendered.

-Town of Tisbury Cable Television Renewal License-

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Tisbury; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, on the whole, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) are granted on terms and conditions more favorable or less burdensome, on the whole, than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome, on the whole, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, on the whole, than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

(c) The issuance of additional cable television license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce by-laws of general applicability necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private

-Town of Tisbury Cable Television Renewal License-

way in the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5---**REMOVAL OR ABANDONMENT**

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

Section 2.6---**TRANSFER OF THE RENEWAL LICENSE**

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's management experience, technical expertise, financial capability and legal ability to operate a Cable Television System, and any other criteria allowable under law.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

-Town of Tisbury Cable Television Renewal License-

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) Pursuant to 207 CMR 4.01(2), unless otherwise amended from time to time, a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. Chapter 166A, Section 7.

(f) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) At all times during this Renewal License, the Licensee shall continue to operate and maintain, and make available to all residents of the Town, a seven hundred fifty Megahertz (750 MHz) addressable, two-way, fiber-to-feeder Subscriber Network, fully capable of carrying a minimum of seventy-eight (78) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. Said 750 MHz Cable System shall be fed by means of a fiber-optic transportation cable network.

(b) The Licensee shall program a minimum of sixty-two (62) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including the public, educational and governmental Access Channels (pursuant to Section 7.3[a] *infra*).

(c) The Licensee shall transmit all of its Signals to Tisbury Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

(d) The terms of this Section 3.1 shall be considered satisfactorily met ("System Completion") only upon the full construction, activation, programming and availability to all residents in the Town of the 750 MHz Cable System, as required herein.

Section 3.2---CONSTRUCTION AND INSTALLATION

The Licensee shall comply with all applicable by-laws and regulations of the Town, including the policies and procedures of the Department of Public Works ("DPW"). The Licensee shall obtain a grant of location from the Issuing Authority for all underground excavation, construction and/or installation. The Licensee shall provide a comprehensive construction and installation plan to assist the Issuing Authority and the DPW, prior to the approval of all necessary permits and grants of location by the Issuing Authority.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a reasonable cost. If a Converter is utilized for such control, there shall be no charge for such parental control capability, other than a charge for such Converter, if any.

Section 3.4---**EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network, described in Section 3.1 herein, shall comply in all respects with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.5---**CABLE SYSTEM TECHNICAL SPECIFICATIONS**

The system design of the Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC's technical specifications. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.6---**STATE-OF-THE-ART**

(a) The Licensee's Cable Television System shall be designed, constructed and operated to incorporate the most technically advanced design configuration and operation. If, as a result of technological developments, the quality or quantity of Programming or services available to Subscribers or Users of the Licensee's Cable Television System in Tisbury could be greatly enhanced, the Licensee shall, at the request of the Issuing Authority, investigate the feasibility of implementing such new developments and shall implement such technological developments if such implementation (i) can be done without adding an unwarranted financial burden to Subscribers and (ii) is economically feasible and viable for the Licensee. In determining whether or not the Licensee shall be required to implement such new developments, the Issuing Authority and the Licensee shall consider, among other factors, the remaining term of this Renewal License; performance demonstrating the operational feasibility of the new developments; construction and related costs; the adaptability of such developments to the Licensee's Cable Television System or any part thereof; and the potential marketability of the new services and other factors affecting the economic feasibility and viability of implementation of the new developments.

(b) When the Issuing Authority notifies the Licensee that either (i) fifty percent (50%) of cable television subscribers in Massachusetts, and/or (ii) fifty percent (50%) of municipalities in Massachusetts are verifiably serviced by Cable Systems with capacity greater than 750 MHz, then the Issuing Authority and the Licensee shall discuss and negotiate, in good faith, an upgrade or rebuild of the Tisbury Cable System to such greater capacity.

ARTICLE 4

CABLE SYSTEM SERVICE AREA AND LINE EXTENSION

Section 4.1--GENERAL POLICY

(a) The Licensee shall make Cable Television Service(s) available to all residents of the Town, subject to the provisions of this Article 4.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred fifty feet (250') from the existing aerial Trunk and Distribution System and additions thereto.

(c) Installation charges shall be consistent with federal and State regulations.

Section 4.2---LINE EXTENSION POLICY

(a) Consistent with Section 4.1(b) above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense, to any and all areas of the Town containing fifteen (15) Subscribers per aerial mile of Cable System plant or fractional proportion thereof, without regard to whether said Subscribers are part-time or full-time residents. The Licensee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after all necessary permits are obtained.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of Subscribers in such area minus the costs extending service to the Subscriber in an area that meets the fifteen (15) Subscribers per aerial mile of cable plant and/or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of cable service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

* C equals the cost of construction of new plant from the termination of existing cable plant;

-Town of Tisbury Cable Television Renewal License-

- * LE equals the number of dwelling units requesting in the line extension area;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the fifteen (15) Subscribers per mile of aerial plant; and
- * SC equals the per Subscriber contribution in aid of construction in the line extension area.

Section 4.3---LINE EXTENSION PROCEDURES

(a) Any potential Subscriber located in an area of the Town without Cable Television Service may request such service from the Licensee. In areas meeting the requirements of Section 4.2 (a) and (b) above, the Licensee shall extend service to the area promptly, but in no case later than sixty (60) days after all necessary permits are obtained. The Licensee shall expeditiously seek all necessary permits. In those areas with less than fifteen (15) Subscribers per aerial mile, the Licensee, shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the possible contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within sixty (60) days of receipt of pole attachment agreements by the Licensee.

(b) During the three (3) year period commencing with the completion of any particular line extension contemplated in subsection (a) above, the Licensee shall pay a pro-rata refund to any previous Subscribers who made a contribution in aid of construction, as new Subscribers, who make a contribution in aid, are added to that particular line extension; provided, however, that the Licensee need only make good faith efforts to locate such previous Subscribers.

(c) The amount of refund shall be determined by application of the line extension formula, contained in Section 4.2(b) above, reducing the per capita contribution in aid of construction each time a new Subscriber is added. Any refunds due shall be paid annually to Subscribers, or former Subscribers, entitled to receive such a refund. The Licensee shall make available to the Issuing Authority or its designee(s), on an annual basis, the names, addresses and exact contribution in aid of construction of each new Subscriber in a line extension area. In the event that the Licensee is unable to locate Subscribers entitled to a refund, said refund, less administrative costs, shall be returned or credited to existing Subscribers in said line extension area, on a pro-rata basis.

Section 4.4---**LINE EXTENSION FOR COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Television Service(s) available to all commercial establishments in the Town, along its cable routes; provided, however, that if there are any unusual costs associated with providing Service to such establishments, the prospective commercial Subscriber shall pay such costs; provided, further, that the Licensee has reasonable access to conduits, poles and/or other appropriate facilities.

ARTICLE 5

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 5.1---AREA TO BE SERVED

(a) Subject to Article 4 supra, the area to be served shall be the entire Town of Tisbury.

(b) The Licensee's minimum 750 MHz Cable System shall be available to all residences and non-commercial buildings in the Town, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the Town in order to make cable service(s) available to all residents.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than Two Hundred Fifty Feet (250') from the existing aerial Trunk and Distribution System and additions thereto.

(d) Installation charges shall be consistent with federal and State regulations.

Section 5.2---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall install, operate and maintain the Cable Television System within the Town of Tisbury. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 5.3---UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

-Town of Tisbury Cable Television Renewal License-

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 5.4---**TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all damage and/or injury to any and all shade, ornamental and other trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to applicable regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town or any other Person without obtaining a permit from the Issuing Authority and/or permission from such other Person(s)..

Section 5.5---**RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the total expense of such work, plus any administrative costs thereto, shall be paid by the Licensee upon demand by the Issuing Authority. If suit is brought by the Issuing Authority to recover such expense(s) and costs, the Licensee shall also pay to the Issuing Authority all costs of collection, including, but not limited to, attorney's fees and costs.

Section 5.6---**TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be notified of any such move within seven (7) days of the issuance of any such permit.

Section 5.7---**DISCONNECTION AND RELOCATION**

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 5.8---**SAFETY STANDARDS**

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

Section 5.9---**PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 5.12 infra. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

Section 5.10---**PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

-Town of Tisbury Cable Television Renewal License-

Section 5.11---**RIGHT TO INSPECTION OF SYSTEM**

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give fourteen (14) days written notice to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 5.12---**CABLE SYSTEM MAPS**

Upon request, the Licensee shall file with the Issuing Authority or its designee up-to-date strand maps of the Cable System plant. If changes are made in the Cable System, upon request, the Licensee shall file updated strand maps annually, not later than thirty (30) days after any such request. "As-built" maps shall be made available to designated officials of the Town for their review.

Section 5.13---**SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System, if practical, during periods of minimum use..

Section 5.14---**COMMERCIAL ESTABLISHMENTS**

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee, including any costs of extending the Trunk and Distribution System, if necessary in order to provide such Cable Service.

Section 5.15---**SERVICE OUTAGE NOTIFICATION**

The Licensee shall explain any service outages in the Town to the Cable Advisory Committee upon request.

-Town of Tisbury Cable Television Renewal License-

Section 5.16---**DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a cable television system serving the Town pursuant to applicable federal statute or regulation.

Section 6.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in Exhibit 1, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the programming listed in ***Exhibit 1***, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Tisbury Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 6.3---TWO-WAY CAPABILITY

The Licensee shall operate and maintain a two-way Cable System, subject to Section 3.1 supra, available to all Subscribers.

Section 6.4---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 6.5---VCR/CABLE COMPATIBILITY

(a) The Licensee shall provide to any Subscriber, upon request, written procedures which advise Subscribers of equipment compatibility options which will allow VCR owners to tape and view simultaneously any channel(s) capable of being received by

-Town of Tisbury Cable Television Renewal License-

such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said written procedures shall be available to all Subscribers no later than System Completion. Attached hereto, as ***Exhibit 2***, is a copy of the Licensee's current equipment compatibility notice.

(b) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 6.5(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 6.5(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 6.6---**CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 6.7---**FREE DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS**

(a) The Licensee shall provide, install and maintain one (1) free Standard Subscriber Cable Drop and/or Outlet and monthly non-Premium Service, or its equivalent (See Exhibit 1), to all police and fire stations, public libraries and other public or non-profit buildings included in ***Exhibit 3***, attached hereto and made a part hereof, and any other

-Town of Tisbury Cable Television Renewal License-

public buildings as designated by the Issuing Authority, provided that such buildings are located within two hundred fifty feet (250') of the Trunk, Feeder Line and Distribution System. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly non-Premium Service and related maintenance. The Licensee shall supply one (1) non-addressable Converter for each Drop and/or Outlet if required for the reception of the monthly service, at its sole cost and expense.

(b) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any written request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop and/or Outlet, prior to any such installation.

(d) There shall be no charges to the Town for the installation, maintenance, and/or repair of the Outlet to public buildings, as provided by Section 6.7(a) above.

(e) Upon the written request of the Issuing Authority, the Licensee shall provide to the Town, at the Licensee's actual cost, technical specifications and instructions and/or all necessary equipment and parts and/or construction and installation services for the provision of Cable Service to individual classrooms, auditoriums, offices and any other feasible locations within such public buildings; such locations and installation options shall be designated by the Issuing Authority from time to time.

Section 6.8---FREE DROPS AND MONTHLY SERVICE TO SCHOOLS

(a) The Licensee shall continue to provide monthly non-Premium Service, or its equivalent, to one (1) Outlet in all schools listed in ***Exhibit 4***, attached hereto and made a part hereof, as well as to those Drops and/or Outlets to be added, as described below.

(b) The exact locations of said Drops and Outlets shall be designated by the Tisbury School Department (the "School Department"). The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(c) The Licensee shall provide one (1) Converter with the Outlet, if required for the reception of monthly non-Premium Service, or its equivalent, without charge to the Town or the School Department. The Licensee shall maintain such Outlets and Converters devices for normal wear and tear, at its sole cost and expense; provided, however, that the School Department shall be responsible for repairs or replacement

-Town of Tisbury Cable Television Renewal License-

necessitated by acts of vandalism, theft, negligence, loss or other extraordinary circumstances.

(d) There shall be no charges to the Town and/or the School Department for the installation, maintenance, and/or repair of the Outlet, as required herein, to School buildings.

(e) Upon the written request of the Issuing Authority, the Licensee shall provide to the Town, at the Licensee's actual cost, technical specifications and instructions and/or all necessary equipment and parts and/or construction and installation services for the provision of Cable Service to individual classrooms, auditoriums, offices and any other feasible locations within such public buildings; such locations and installation options shall be designated by the Issuing Authority from time to time.

Section 6.9---FREE INTERNET SERVICES TO SCHOOLS AND LIBRARIES

(a) The Licensee provide free Internet/Cable Modem service to each School Department building and each Tisbury Library building, within sixty (60) days of the Licensee making Internet/Cable Modem service(s) generally available to Tisbury cable Subscribers. The Licensee shall provide one (1) free Cable Modem Outlet, not networked, to each School Building and each Tisbury Library building, within two hundred fifty feet (250') of existing Cable System plant, including free Internet service through one (1) free Cable Modem.

(b) There shall be no charges to the Town, the School Department, and/or the Tisbury Library for provision of said free Internet services to the Schools and Library, nor shall the Licensee in any way externalize such costs, to Subscribers; provided, however, that the Licensee may account for such costs in rates as allowed by FCC regulations.

ARTICLE 7

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 7.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 7 herein.

Section 7.2---ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 7.3 below;
- (2) Manage the annual funding, pursuant to Section 7.4 below;
- (3) Purchase and/or lease equipment, with the funds and/or equipment allocated for such purposes in Sections 7.5 and 7.6 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

-Town of Tisbury Cable Television Renewal License-

Section 7.3---PEG ACCESS CHANNELS

(a) No later than the Effective Date of this Renewal License, the Licensee shall continue to make available one (1) full-time Downstream Channel and one (1) full-time Upstream Channel for PEG Access purposes.

(b) Within sixty (60) days of written notification to the Licensee from the Issuing Authority, the Licensee shall make available to the Martha's Vineyard Towns and/or the Access Corporation a second and third full-time Downstream Channel and a second and third full-time Upstream Channel for PEG Access purposes. No later than the Effective Date of PEG Access Programming, as defined in Section 7.7(a) infra, the Licensee shall have made available to the Martha's Vineyard Towns and/or the Access Corporation, as designated by the Issuing Authorities of the Martha's Vineyard Towns, three (3) full-time Downstream Channels and three full-time Upstream Channels for PEG Access purposes

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town and/or the Access Corporation, and shall be subject to the control and management of the Access Corporation.

(d) The Licensee shall not change said channel locations, without the advance, written notification to the Issuing Authority and the Access Corporation.

Section 7.4---ANNUAL SUPPORT FOR PEG ACCESS

(a) Commencing one (1) year from the Effective Date of this Renewal License, July 1, 2002, the Licensee shall commence providing bi-annual payments to the Town and/or the Access Corporation, as directed in writing by the Issuing Authorities of the Martha's Vineyard Towns. The first bi-annual payment date hereunder shall be February 15, 2003. The Licensee must receive such written direction from all six (6) Martha's Vineyard Towns sixty (60) days prior to said first bi-annual payment date. The bi-annual payments herein shall be made according to the following schedule:

<u>Payment Period</u>	<u>Payment Due Date</u>
07/01/02 – 12/31/02	02/15/03
01/01/03 – 06/30/03	08/15/03
07/01/03 – 12/31/03	02/15/04
01/01/04 – 06/30/04	08/15/04
07/01/04 – 12/31/04	02/15/05
01/01/05 – 06/30/05	08/15/05
07/01/05 – 12/31/05	02/15/06
01/01/06 – 06/30/06	08/15/06
07/01/06 – 12/31/06	02/15/07

-Town of Tisbury Cable Television Renewal License-

<u>Payment Period</u>	<u>Payment Due Date</u>
01/01/07 – 06/30/07	08/15/07
07/01/07 – 12/31/07	02/15/08
01/01/08 – 06/30/08	08/15/08
07/01/08 – 12/31/08	02/15/09
01/01/09 – 06/30/09	08/15/09
07/01/09 – 12/31/09	02/15/10
01/01/10 – 06/30/10	08/15/10
07/01/10 – 12/31/10	02/15/11
01/01/11 – 06/30/11	08/15/11

(b) Said bi-annual payments shall be equal to five (5%) of the Licensee's Gross Annual Revenues, as defined herein, less applicable fees, and shall be for PEG Access purposes.

(c) The Licensee shall file with each such bi-annual payment a statement certified by the Licensee's financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding six (6) month period, as well as a completed Gross Annual Revenues Reporting Form, in a form substantially similar to that attached hereto as **Exhibit 5**. If the Licensee's total annual payment to the Access Corporation was less than five percent (5%) of its Gross Annual Revenues for the previous year, it shall pay any balance due to the Town and/or the Access Corporation, as directed by the Issuing Authority, no later than its subsequent August 15th payment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.

(d) In accordance with Section 622(h) of the Cable Act, nothing shall be construed to limit any authority of the Issuing Authority to impose a tax, fee, or other assessment of any kind on any Person (other than the Licensee) with respect to cable service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(e) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 7.5---PEG ACCESS CAPITAL/EQUIPMENT FUNDING

(a) In addition to the annual funding required by Section 7.4 above, the Licensee shall pay the Issuing Authority or the Access Corporation an amount equal to five percent

-Town of Tisbury Cable Television Renewal License-

(5%) of its Gross Annual Revenues, as defined herein and less applicable fees, for the period beginning July 1, 2001 and ending July 1, 2002. Said payment is made for PEG Access capital/equipment purposes. Prior to such payment(s) by the Licensee, in paragraphs (a)(i)(ii) and (iii) below, the Issuing Authority shall direct the Licensee, in writing, to make the payment(s) to the Issuing Authority or the Access Corporation. The Licensee must receive such written notice at least sixty (60) days prior to the initial upfront payment specified in paragraph (a)(i) below. Payments pursuant to this Section 7.5 shall be made in the following manner:

(i) Within ninety (90) days of the Effective Date of this Renewal License, the Licensee shall provide an initial upfront payment in the amount of One Hundred Thousand Dollars (\$100,000.00).

(ii) Within one hundred and eighty (180) days of the Effective Date of this Renewal License, the Licensee shall pay an amount equal to five percent (5%) of the Licensee's Gross Annual Revenues for Year One of this Renewal License, minus the \$100,000.00 initial upfront payment paid pursuant to paragraph (a)(i) above.

(iii) The Licensee shall file a written report with the Martha's Vineyard Towns within thirty (30) days of the end of Year One of this Renewal License, certifying the exact amount of the five percent (5%) payments required by this Section 7.5. The Licensee shall make any required adjustments to the payments required by Section 7.5(a)(i) and (a)(ii) above.

(iv) The Licensee shall not charge the Issuing Authority, the Martha's Vineyard Towns, the Access Corporation and/or Subscribers any interest in connection with said PEG Access Equipment/Facilities payments.

(b) In addition to the five percent (5%) payment made above, pursuant to Section 7.5(a)(i-iii), the Licensee shall also make a one-time Fifty Thousand Dollar (\$50,000.00) advance payment to the Martha's Vineyard Towns and/or the Access Corporation for PEG Access capital/equipment purposes, no later than ninety (90) days from the Effective Date of this Renewal License, as follows:

(i) The first Twenty-Five Thousand Dollars (\$25,000.00) shall be at the Licensee's sole cost and expense; it shall not be repayable, charged to and/or passed-through to the Issuing Authority, the Martha's Vineyard Towns, the Access Corporation and/or Subscribers.

(ii) The second Twenty-Five Thousand Dollars (\$25,000.00) will be repaid to the Licensee, by crediting Five Thousand Dollars (\$5,000.00) per year, in Years 6, 7, 8, 9 and 10 of the Renewal License, against the annual Five Percent (5%) payments pursuant to Section 7.4 above. The Licensee shall not charge the Issuing Authority, the Martha's Vineyard Towns, the Access Corporation and/or Subscribers any interest in connection with said \$25,000 payment and/or the \$5,000.00 credits discussed herein.

-Town of Tisbury Cable Television Renewal License-

(c) In no case shall the Five Percent (5%) equipment/facilities funding, pursuant to Section 7.5(a) above, and/or the \$50,000 equipment/facilities payments, pursuant to Section 7.5(b) above, be counted against either the annual PEG Access payment, pursuant to Section 7.4 supra, and/or any License Fee payment, required by Section 8.1 infra, and/or any other fees or payments required by applicable law.

(d) The payments in paragraphs (a) and (b) above shall be made directly to the Martha's Vineyard Towns and/or the Access Corporation, as directed by the Issuing Authority.

(e) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Access Corporation at the annual rate of three percent (3%) above the Prime Rate.

Section 7.6---EXISTING LOCAL PROGRAMMING EQUIPMENT

(a) All existing local programming equipment owned by the Licensee, as of the Effective Date of this Renewal License and located in the Licensee's Martha's Vineyard studio, as listed in ***Exhibit 6*** attached hereto, shall be deeded to the Martha's Vineyard Towns and/or the Access Corporation as of the date the Access Corporation assumes control of local programming pursuant to Section 7.7(a) below. The Issuing Authority shall designate the exact entity to be deeded said equipment within thirty (30) days of the date the Access Corporation assumes control of local programming. The Licensee shall be responsible for ensuring that all such equipment, including any equipment removed from the studio for any reason, is physically located in said studio.

(b) For purposes of this Renewal License, the parties hereto agree that said existing local programming equipment shall have a total value of One Dollar (\$1.00).

(c) In no case shall said existing equipment, pursuant to this Section 7.6 be counted against either the annual PEG Access payment, pursuant to Section 7.4 above, and/or the PEG Access Facilities Funding, pursuant to Section 7.5 above, and/or any License Fee payment, required by Section 8.1 infra, and/or any other fees or payments required by applicable law.

Section 7.7---LICENSEE'S PEG ACCESS/LO FACILITIES AND PROGRAMMING

(a) For a period of eighteen (18) months from the Effective Date of this Renewal License, or the Effective Date of PEG Access Programming if such date is earlier than said eighteen (18) month period, the Licensee shall continue to (i) operate and maintain its PEG Access/LO studio at its Martha's Vineyard studio; (ii) train Tisbury residents in the use and operation of video equipment; (iii) produce PEG Access and LO Programming for its Tisbury Subscribers, at the same level as that existing on the

-Town of Tisbury Cable Television Renewal License-

Effective Date of this Renewal License; and (iv) maintain and/or repair, as needed, all existing PEG Access/LO equipment. For purposes of this Section 7.7(a), the Effective Date of PEG Access Programming shall mean that date on which the Access Corporation commences the production of PEG Access Programming.

(b) The Martha's Vineyard Towns and/or the Access Corporation shall advise the Licensee, in writing, of the Effective Date of PEG Access Programming.

Section 7.8---**EQUIPMENT OWNERSHIP**

The Martha's Vineyard Towns and/or the Access Corporation shall own all PEG Access equipment purchased with funding and/or obtained pursuant to Section 7.5 and Section 7.6 supra. The Licensee shall have no obligation, to maintain, insure, replace or repair any such PEG Access equipment.

Section 7.9---**RECOMPUTATION**

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town, the Issuing Authority and/or the Access Corporation may have for additional sums including interest payable under this Article 7. Not more than once a year, upon reasonable advance notice to the Licensee, the Issuing Authority, the Access Corporation and/or an independent certified public accountant hired by the Issuing Authority or the Access Corporation shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within ninety (90) days after any recomputation. The interest on such additional payment shall be charged at the Prime Rate during the period that such additional amount is owed as of the date of said audit. If, after such inspection, the Licensee has overpaid, such overpayment shall be credited against the next quarterly payment to the Access Corporation, without interest charges of any kind.

Section 7.10---**PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for Signal quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. The Town and/or the Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 7.11---**PEG ACCESS CABLECASTING**

(a) In order that the Town and/or the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from any location with Origination Capability, as listed in **Exhibit 7** hereto, to the Cable System Headend or Hub, on one of the three (3) Upstream Channels made available, without charge, to the Town and the Access Corporation for their use.

(b) The Licensee shall provide the Town and/or the Access Corporation with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said Access Programming shall be retransmitted in the downstream direction on one of the Downstream PEG Access Channels. The Licensee shall not charge the Town and/or the Access Corporation for such switching responsibility, under general circumstances during regular hours. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary processing equipment in order to switch Upstream Signals from the Town and/or the Access Corporation to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

(d) The Issuing Authority may request that additional locations be equipped and activated with Origination Capability by the Licensee. The Licensee shall install and activate such locations. The Issuing Authority shall be responsible for the Licensee's actual cost of installation and activation. The Issuing Authority shall pay the Licensee the actual cost of each additional location within ninety (90) days of written request from the Licensee.

Section 7.12---**CENSORSHIP**

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 7.13---**PEG ACCESS AND LO PROGRAMMING COSTS**

(a) The Licensee shall not charge the Town and/or PEG Access Users for use of the PEG Access facilities and/or services required herein. Applicable state and/or federal laws and/or regulations may allow the Licensee to externalize, line-item and/or otherwise pass-through any new PEG Access and/or LO costs to Subscribers, and the Licensee may do so, including, but not limited to, the computation, collection, interest

-Town of Tisbury Cable Television Renewal License-

paid on and/or allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) Upon written request, the Licensee shall provide copies of any reports generated pursuant to FCC rules and regulations to the Town regarding any such externalized, line-itemed and/or passed-through PEG Access costs.

(ii) Pursuant to applicable law, the Town has the right to appeal to the appropriate jurisdiction any such externalized, line-itemed and/or passed-through costs.

ARTICLE 8

LICENSE FEES

Section 8.1---LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such different amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage of the Licensee's Gross Annual Revenues (and unless such a percentage License Fee shall be a statutory requirement), the Issuing Authority and the Licensee shall enter into good faith negotiations regarding such different License Fee. In the event that the Issuing Authority and the Licensee agree on such a different License Fee expressed as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall subsequently (i) commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by a financial representative of the Licensee documenting, in reasonable detail pursuant to Section 14.3(b) infra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) the PEG Access equipment/facilities funding herein (Section 7.5); (ii) existing PEG Access/LO equipment (Section 7.6); (iii) any interest due herein to the Town because of late payments; (iv) the costs related to any remedies (Section 12.2); and (v) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town (Sections 2.5, 5.5, 11.2(c), 11.4 and/or 11.5).

Section 8.2---PAYMENT

The License Fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 8.3---**OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing shall be construed to limit any authority of the Issuing Authority to impose a tax, fee, or other assessment of any kind on any Person (other than the Licensee) with respect to cable service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such cable service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(c) The Licensee and the Issuing hereby agree that the meaning of the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

Section 8.4---**LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue fifteen (15) days from the date due at the rate of three percent (3%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 8.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 8.5---**RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one year after the License Fees are tendered with respect to such fiscal year.

-Town of Tisbury Cable Television Renewal License-

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall be responsible for the costs of such audit and any amount(s) determined by such audit to be due and payable, as determined by a certified public accountant who is mutually agreed-upon by the Issuing Authority and the Licensee.

Section 8.6---**AFFILIATES USE OF CABLE SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Tisbury.

Section 8.7---**METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall follow applicable State and federal regulations and laws regarding notification to Subscribers and the Issuing Authority, including, but not limited to 207 CMR 10.00, attached hereto as ***Exhibit 8***, in connection with the Licensee's rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 9.4---CREDIT FOR SERVICE INTERRUPTION

(a) Pursuant to the requirements of 207 CMR 10.09{1}, the Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

-Town of Tisbury Cable Television Renewal License-

(b) If an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro-rata credit or rebate for each tier or Premium Service interruption.

ARTICLE 10

INSURANCE AND BONDS

Section 10.1---INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the Issuing Authority, the Town, its officers, boards, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Issuing Authority, the Town, its officers, boards, commissions, agents and employees as additional name insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

(3) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount of the statutory limit.

-Town of Tisbury Cable Television Renewal License-

(5) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of the Renewal License.

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

Section 10.2---**PERFORMANCE BOND**

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the maintenance, operation, and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 10.3---**REPORTING**

Upon ninety (90) days written notice, the Licensee shall submit to the Issuing

-Town of Tisbury Cable Television Renewal License-

Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 10.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, Town, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed; provided, however, that such damage is not the result of negligence or willful acts of such Town, the Issuing Authority, its officials, boards, commissions, agents and/or employees. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access-channels, facilities and support, customer service and complaint response, and Programming; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public. The Licensee shall be given thirty (30) days written notice of such hearing.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

(d) Such performance evaluation hearings shall be announced by periodic announcements on one of the PEG Access Channels.

Section 11.3---**NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 11.3 shall not affect the right of the Licensee to offer discounts.

Section 11.4---**EMERGENCY REMOVAL OF PLANT**

Pursuant to Section 2.4 supra, if, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 11.5---**REMOVAL AND RELOCATION**

Pursuant to Section 2.4 supra, the Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 11.6---**INSPECTION**

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 11.7---**JURISDICTION**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

DETERMINATION OF BREACH-LIQUIDATED DAMAGES- LICENSE REVOCATION

Section 12.1---DETERMINATION OF BREACH

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(b) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(c) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(d) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;

-Town of Tisbury Cable Television Renewal License-

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2;

(v) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law;

(vi) invoke any other lawful remedy available to the Town.

Section 12.2---**LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 12.1(a) above.

(1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, One Thousand Dollars (\$1,000.00) per day, for each day that any such non-compliance continues.

(2) For failure to construct, install, fully activate, operate and/or maintain the Subscriber Network in accordance with Section 3.1 herein, Seven Hundred Fifty Dollars (\$750.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the line extension provisions in accordance with Article 4 herein, Five Hundred Dollars (\$500.00) per day, for each day that such line extension(s) has not occurred.

(4) For failure to comply with the PEG Access programming, funding, channels and/or equipment provisions in accordance with the requirements and/or timelines in Article 7 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.5 infra, and Exhibit 9 attached hereto, Three Hundred Dollars (\$300.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Sections 6.7 and 6.8 herein and/or Exhibits 3 and 4, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

-Town of Tisbury Cable Television Renewal License-

(7) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 9.2 herein, Fifty Dollars (\$50.00) per day that such non-compliance continues.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3---**REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 12.4---**TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 12.1 and 12.3 above; or (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

Section 12.5---**NOTICE TO TOWN OF LEGAL ACTION**

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 12.6---**NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 12.7---**NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) A waiver of any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority or the Town at any other time. In order for any waiver of the Issuing Authority or the Town to be effective, it shall be in writing. The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---CUSTOMER SERVICE OFFICE

(a) For the entire term of the Renewal License, the Licensee shall maintain a local customer service office on Martha's Vineyard for, among other things, (i) the payment of bills; (ii) receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, Service, installation, and equipment malfunctions; and (iii) answering general inquiries and the return and/or exchange of Subscriber equipment. The location of said customer service office shall be no more distant from the Tisbury Town Hall than is the current customer service office on Martha's Vineyard as of the Effective Date of this Renewal License. Said customer service office shall be open for walk-in business Monday through Friday, excluding holidays, during Normal Business Hours.

(b) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least thirty (30) days advance notice of any such change(s), (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes and (iii) in no event shall said office be open less than forty (40) hours per week for the entire term of this Renewal License, including evening hours.

Section 13.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as ***Exhibit 9***, during normal business hours, as defined therein. As of the completion date of the 750 MHz rebuild, the Licensee's telephone access hours shall be twenty-four (24) hours per day, seven (7) days per week.

(b) The Licensee's customer service office(s) shall have a publicly listed local telephone number for Tisbury subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

-Town of Tisbury Cable Television Renewal License-

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under Normal Operating Conditions.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 14.5 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 13.3---ANSWERING SERVICE

Throughout the entire term of this Renewal License, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 13.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide a standard aerial installation to Cable Service(s) to Tisbury residents who request Service within seven (7) days of said request, subject to required approvals, if needed.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur in the appointed morning (9:00 AM to 1:00 PM), afternoon (1:00 PM to 5:00 PM) or, if applicable, evening (5:00 PM to 7:00 PM). Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 6:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

-Town of Tisbury Cable Television Renewal License-

(d) For all requests for service or repair that are received during Normal Business Hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after regular business hours, as defined in Section 13.1 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after normal business hours. The answering service shall be required to notify the stand by technician(s) of i) any emergency situations, ii) an unusual number of calls and/or iii) a number of similar complaint calls or a number of calls coming from the same area.

(g) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(h) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 13.5---**FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as ***Exhibit 9***.

Section 13.6---**BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 8*** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;

-Town of Tisbury Cable Television Renewal License-

- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 13.7---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints/inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the complaint, the Subscriber shall meet jointly in Tisbury with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 13.8---**REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 13.9---**LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 13.10---**EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 13.11---**PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

-Town of Tisbury Cable Television Renewal License-

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 13.12---**PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 13.13---**MONITORING**

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 13.14---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee comply with Section 631 of the Cable Act regarding distribution of Subscriber information.

Section 13.15---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 13.16---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon such Subscriber providing reasonable proof that such information is inaccurate.

Section 13.17---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 13 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 14.2---FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Cable Division Form(s) 200 showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said form(s) shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 14.3---CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 14.1(b) above, and it shall be considered proprietary.

Section 14.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of the Renewal License, the Licensee shall provide, upon written request, on a quarterly basis, the Issuing Authority with a report of telephone traffic, generated from an in-house automated call accounting or call tracking system.

Section 14.5---**SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee. The Licensee shall record all written and verbal complaints of its Subscribers on said Form 500.

Section 14.6---**INDIVIDUAL COMPLAINT REPORTS**

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 14.7---**ANNUAL PERFORMANCE TESTS**

Upon written request, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq.

Section 14.8---**QUALITY OF SERVICE**

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on the Subscriber Network,, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the system component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint/problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

-Town of Tisbury Cable Television Renewal License-

(c) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the FCC's technical standards.

Section 14.9---**DUAL FILINGS**

If requested, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 14.1 supra.

Section 14.10---**ADDITIONAL INFORMATION**

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 14.1 supra.

Section 14.11---**INVESTIGATION**

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

ARTICLE 15

EMPLOYMENT

Section 15.1---**EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with all applicable State and federal laws and/or regulations regarding Equal Employment Opportunity.

Section 15.2---**NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

The instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 16.2---CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 16.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 16.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

-Town of Tisbury Cable Television Renewal License-

Section 16.6---**WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Effective Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of the Renewal License;

(v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

(vi) Pursuant to Section 625{f} of the Cable Act, the performance of all terms and conditions in the Renewal License is commercially practicable.

Section 16.7---**FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

-Town of Tisbury Cable Television Renewal License-

Section 16.8---**REMOVAL OF ANTENNAS**

In accordance with applicable law, the Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber, and maintain, an adequate switching device ("A/B Switch") at a cost in compliance with applicable law to allow said Subscriber to choose between cable and non-cable television reception.

Section 16.9---**SUBSCRIBER TELEVISION SETS**

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 16.10---**APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 16.11---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Tisbury, Town Hall, 51 Spring Street, P.O. Box 1239, Vineyard Haven, Massachusetts 02568, with one (1) copy to the Town Counsel, and such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Legal Department, Adelphia Communications Corporation, 1 North Main Street, Coudersport, Pennsylvania 16915, with a copy to the General Manager, Adelphia Cable Communications, 35 Resnik Road, Plymouth, Massachusetts 02360. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in an Tisbury newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

-Town of Tisbury Cable Television Renewal License-

(d) Upon reasonable notice, the Licensee shall identify all public hearings relating to the Cable System by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (c) above, all required notices shall be in writing.

Section 16.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Issuing Authority or other governmental entity or any official, member, employee, or agent of the Issuing Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

Section 16.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License.

Section 16.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

PROGRAMMING

It is the Licensee's intention to have the following channel line-up upon System Activation, subject to applicable law and the Licensee's editorial discretion.

(See attached)

EXHIBIT 2

VCR POLICIES AND PROCEDURES

(See Attached)

EXHIBIT 3

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS**

The following public buildings and non-profit organizations shall continue to receive the following Drops and/or Outlets and monthly non-Premium Service at no charge:

- (1) Tisbury Town Hall
- (2) Tisbury Town Hall Annex
- (3) Tisbury School
- (4) Tisbury Public Library
- (5) Tisbury Department of Public Works
- (6) Tisbury Police Department
- (7) Tisbury Fire Department
- (8) Tisbury Council on Aging
- (9) Tisbury Water Works

EXHIBIT 4

FREE DROPS, OUTLETS AND SERVICE TO SCHOOLS

Administration Building, Martha's Vineyard Public Schools
Chilmark School
Tisbury School
Oak Bluffs School
West Tisbury School
Martha's Vineyard Regional High School
Chilmark School
Martha's Vineyard Charter School

EXHIBIT 5

**GROSS ANNUAL REVENUES REPORTING FORM
IN ACCORDANCE WITH SECTION 1.1(23)**

TOWN OF TISBURY, MASSACHUSETTS

FOR THE PERIOD OF _____ THROUGH _____

Revenue Stream

Amount

Basic Service

Satellite Service

Non-Standard Service

Premium Service:

+ Home Box Office

+ Cinemax

+ Showtime

+ The Movie Channel

+ Encore

+ Other

Pay Per View

Digital Revenue

Internet/Cable Modem Revenue

Converter/Remote Control

Installation Revenue

Advertising Revenue

Home Shopping Revenue

Guides

Late Fees

Other Rental Fees

Product Information Network

Tower Rental

Other

Total Gross Annual Revenues:

PEG Access Funding @ 5% of Gross Annual Annual Revenues:

Total PEG Access Funding Due and Payable:

EXHIBIT 6

EXISTING PEG ACCESS/LO EQUIPMENT LIST

{AS OF THE EFFECTIVE DATE}

(See Attached)

EXHIBIT 7

ORINATION SITES *

- (1) Town Hall
- (2) Tisbury School
- (3) Council on Aging

* Any site not activated as of the Effective Date of the Renewal License shall be activated within ninety (90) days of a written request from the Issuing Authority.

EXHIBIT 8

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

-Town of Tisbury Cable Television Renewal License-

- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the

-Town of Tisbury Cable Television Renewal License-

subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and

-Town of Tisbury Cable Television Renewal License-

the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 9

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

-Town of Tisbury Cable Television Renewal License-

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

-Town of Tisbury Cable Television Renewal License-

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are

-Town of Tisbury Cable Television Renewal License-

open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 10

LIST OF REQUIRED REPORTS

- + Section 6.2(b): Program, Lineup, Channel Changes
- + Section 7.4(d): Bi-Annual Gross Annual Revenues Reporting Form
- + Section 10.3: Annual Certificates of Insurance and Performance Bond (Upon Request)
- + Section 14.2: Financial Reports (Upon Request)
- + Section 14.3: Cable System Information (Upon Request)
- + Section 14.4: In-House Telephone Reports (Upon Request)
- + Section 14.5: Form 500 Subscriber Complaint Report (State Reporting Form)
- + Section 14.8: Annual Performance Tests (Upon Request)
- + Section 14.10: Dual Filings (Upon Request)

SIGNATURE PAGE

In Witness Whereof, this Cable Television Renewal License is hereby issued by the Board of Selectmen of the Town of Tisbury, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Martha's Vineyard Cablevision, L.P., d/b/a Adelphia Cable Communications.

THE TISBURY BOARD OF SELECTMEN

Chairman

DATED: June ____, 2001

**MARTHA'S VINEYARD CABLEVISION, L.P.,
d/b/a ADELPHIA CABLE COMMUNICATIONS**

Michael J. Rigas
Executive Vice President

DATED: June ____, 2001